

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **RM4071**Due Date: **05/04/04 at 3:00 P.M.**

Date Sent: April 16, 2004

Agency Contract

Goods and services to be
 purchased:

ARTHRITIS AWARENESS SEMINARS**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM4071

Due Date: 05/04/04

Vendor Name:

ARTHRITIS AWARENESS SEMINARS PER THE ATTACHED RFP.
--

QUESTIONS ON PURCHASING PROCESS CALL ROSELLE MILLER AT (801) 538-3232. RX: 270 44000000038 COMMODITY CODE: 95290
--

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written

approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

Request for Proposal
ARTHRITIS AWARENESS SEMINAR
Solicitation #RM4071

Purpose of the Request for Proposal (RFP)

The purpose of this request for proposal is to enter into a renewable contract with a qualified clinic to provide free, monthly community arthritis awareness seminars in partnership with the Utah Arthritis Program (UAP) and the Arthritis Foundation (AF, Utah/Idaho Chapter).

Administrative Guidance

The information provided herein is intended to assist offerors in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. Offerors are at liberty and are encouraged to expand upon the specification to evidence service capability under any agreement.

Issuing Office and RFP Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is RM4071. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

Response Date

Four copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114, prior to March 23, 2004. Proposal in route, either in the mail or other locations in the State Office Building will not be considered timely. Proposals received after the deadline will be late and ineligible for consideration.

Term of Contract

Contract will be for a period of one (one) year with option to renew annually for up to four (4) additional years, for continued awareness seminars, at the State's discretion and by mutual agreement. At the anniversary of the contract, with proper identification of increased costs, funding may be increased by 2 to 4 percent.

Consideration of Proposals

The State of Utah may award a contract based on the initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted

with the most favorable price and service standpoint. The State reserves the right to reject any or all proposals received.

Standard Contract Terms and Conditions

Any contract resulting from this RFP will include the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

Discussions with Offerors (ORAL PRESENTATION)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

Proprietary Information

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.

Scope of Services

The intent of this request for proposal is to provide, in partnership with the Utah Arthritis Program (UAP) and the Arthritis Foundation (AF), free community arthritis awareness seminars to be held each month.

1. The Offeror will:

- a. Implement arthritis seminars for community members at large, including but not limited to, clinic patients. These seminars must be held at least monthly. These seminars must include:
 - o Delivery and completion of a needs assessment, including contact information, of all participants;
 - o delivery of informed consent forms allowing the UAP and/or the AF to contact participants;
 - o distribution and discussion of materials promoting AF arthritis self-management courses;

- the opportunity for participants to sign up for these self-management courses at the seminar;
 - distribution of UAP and AF contact information; and
 - presentation of individual seminars specific to joints and/or areas (ie hand/wrist, knee, hip, foot etc) to deliver specific information to meet the specific needs of attendees (each seminar should discuss one joint and/or area and these topics should be rotated monthly).
- b. Coordinate with UAP and/or AF staff to assure receipt of all completed needs assessments, contact information, and informed consent documents following each seminar.
 - c. Allow a UAP and/or AF staff person to attend participate/present at each seminar.
 - d. Provide meeting rooms for the above stated seminars.
2. The offeror will work with the UAP and/or the AF to develop marketing materials to promote the above stated seminars. The UAP must review all final materials. The offeror must utilize some proportion of the award to place these materials.
 3. The offeror will provide, when appropriate and as available, meeting rooms for the presentation of Arthritis Foundation self-management programs, which will be taught by UAP and/or AF staff/volunteers.

Reports

1. The offeror will document and report to the UAP all in-kind services utilized in the preparation, marketing, or delivery of these seminars.
2. The offeror agrees to submit a monthly report of expenditures.

Consultation

1. The UAP agrees to consult with the offeror on an ongoing basis concerning this agreement.
2. The offeror agrees to meet with UAP staff at least every eight (8) weeks to assess progress and update relevant indicators that may be attributed to the efforts of this partnership.
3. The offeror and UAP shall each assign designated staff for all communications related to this agreement.

Proposal Requirements and Company/clinic Qualifications

The Offeror must demonstrate that they:

1. are a clinical facility serving a significant proportion of patients, male and female, with arthritis;

2. are considered a regional center of excellence in orthopedics or arthritis treatment and education and have a demonstrated history of community and or/public health partnerships;
3. are part of a larger medical or insurance system through which the arthritis seminars may be promoted and through which potential arthritis quality improvement initiatives may be investigated;
4. are able to provide appropriate space within the clinic in which to deliver the seminars;
5. have the facilities and staff to implement and deliver the seminars described in this proposal;
6. have means and expertise to market and deliver said arthritis seminars to not only patients but the community at large; and
7. have expertise and ability to deliver seminars specific to joints and/or areas (ie hand/wrist, knee, hip, foot etc) and to deliver information to meet the specific needs of the attendees.

Proposal Response Format

All proposals must be organized and tabbed with labels for the following headings:

1. RFP Form. The State's Request for Proposal form completed and signed.
2. Executive Summary. A one page executive summary to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:
 - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
3. Cost Proposal. Cost will be evaluated independently from the technical proposal. It will account for 40% of the total proposal score (see proposal evaluation criteria below). Offerors must complete and include a proposed budget for a period of 12 months, with a seminar occurring each month (12 seminars total). Cost for the

following areas must be included and a detailed description of how the funds will be used within each area must be included.

- Seminar marketing
- Seminar education materials
- Professional staff costs (payment during seminars, if any)
- Travel
- Other

Offerors must also include and describe, separate from the Cost Grid, an amount representing **in-kind contributions** made by the Offerer and not paid by the DEPARTMENT. This information will be considered when evaluating the cost component of the proposal (representing 40% of total score).

Proposal Evaluation Criteria

A committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

Weight Evaluation Criteria

40 % Cost

20 % Demonstrated ability to meet the scope of work

15 % Demonstrated technical capability (proven track record), etc.

15 % Qualification and expertise of staff proposed for this project.

10 % Performance references for similar projects.

For questions concerning this request please contact Richard Bullough, Ph.D., at 801-538-9291 or rbullough@utah.gov

ARTHRITIS AWARENESS SEMINAR
TITLE OF PROJECT AND SOLICITATION #RM4071
RFP EVALUATION SCORESHEET

Firm Name: _____

Evaluator: _____

Date: _____

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
1. Demonstrated Ability to meet scope of work (20 points possible)		--	--	--
Examples of past arthritis seminars delivered	5 points possible		X 1	
Understanding of requirements	5 points possible		X 1	
Demonstrated ability to hold monthly arthritis seminars	5 points possible		X 1	
Ability to provide meeting areas for seminars	5 points possible		X 1	
2. Demonstrated Technical capability (15 points possible)		--	--	--
Ability to deliver seminars on specific joint areas	5 points possible		X 1	
Ability to develop and distribute marketing materials for seminars	5 points possible		X 1	
Access to adequate AV equipment and resources for the seminars	5 points possible		X 1	
3. Qualification and Expertise of Staff (15 points possible)		--	--	--
Demonstrated professional excellence in the area of arthritis	5 points possible		X 1	
Ability to provide presenters trained in each of these areas: physical therapy, nutrition, and medical doctor	5 points possible		X 2	

4. References (10 points possible)	10 points possible		X 2	
5. Cost (40 points possible)	40 points possible			* Inserted by Purchasing
TOTAL EVALUATION POINTS	(100 points possible)		Total	

*** Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Total Proposal Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Total Proposal Price is than the Lowest Proposal Price. Offerors who's Total Proposal Price is more than double (200%) larger than the lowest Total Proposal Price will receive no points. The formula to compute the points is Total Cost Points x (2- Total Proposal Price/Lowest Total Proposal Price).**